

# EXHIBIT 1

## TRANSMITTAL

3605 Marolla Place  
Bronx, NY 10466  
E-mail: remexwal@optonline.net  
Tel# 718-798-6041 Fax# 718-798-6042

N<sup>o</sup>. 005TO **EDUCATION CREDIT MANAGEMENT CORP.****P.O. BOX 16129****ST. PAUL MN 55116-0129**

DATE	9-11-2019	JOB NO.
JOB NAME	ADIGUN Vs. ECMC	
JOB LOCATION		
RE:	IN THE CASE OF ADIGUN Vs ECMC & OTHERS	
	AT THE SUPREME COURT OF THE STATE OF	
	NEW YORK	

ATTENTION: TO WHOM IT MAT CONCERN

WE ARE SENDING YOU ☐ Attached ☐ Under separate cover via \_\_\_\_\_ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications  
☐ Copy of letter ☐ Change order ☐ \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
3	9-11-19	1.	ORDER TO SHOW CAUSE WITH T.R.O. IN CIVIL ACTION.
11	Various	2.	11 PAGES OF EXHIBITS ATTACHED TO THE AFFIDAVIT.
2	8-29-19	3.	REQUEST FOR JUDICIAL INTERVENTION (TRO)
2	8-27-19	4.	AFFIDAVIT IN SUPPORT
2	8-27-19	5.	EMERGENCY AFFIDAVIT
2	-DO-	6.	AFFIDAVIT IN SUPPORT OF NOTIFICATION.
2	-DO-	7.	AFFIDAVIT OF SERVICE TO LITIGATION.
2.	-----	8.	LITIGANTS' INFORMATION SHEET.

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit \_\_\_\_\_ copies for approval  
☒ For your use ☐ Approved as noted ☐ Submit \_\_\_\_\_ copies for distribution  
☐ For requested ☐ Returned for corrections ☐ Return \_\_\_\_\_ corrected prints  
☐ For review and comment ☐ \_\_\_\_\_  
☐ FOR BIDS DUE \_\_\_\_\_ 2<sup>19</sup> ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS \_\_\_\_\_

COPY TO File

RECEIVED

SEP 17 2019

ECMC LEGAL

PHONE# Cell # 347-392-2545  
Office # 718-798-6041  
Fax # 718-798-6042  
E-mail: remaxval@optonline.net

At IAS part 86 of the Supreme  
Court of the State of New York  
Held in and for the County of  
Bronx at the Courthouse,  
thereof 851 Grand Concourse,  
Bronx, N.Y., on the 10<sup>th</sup> day of  
September, 2019.

**RUBÉN FRANCO**

**PRESENT:** \_\_\_\_\_

Justice of the Supreme Court

Index No. 260664, 2619

**EMMANUEL A. ADIGUN** Plaintiff

**ORDER TO SHOW CAUSE  
WITH T.R.O, IN  
CIVIL ACTION**

**Vs**

**Defendants:** \_\_\_\_\_

**Education Credit Management Corp (ECMC)-----1<sup>st</sup> Defendant**

**Premiere Credit of N.America,LCC -----2<sup>ND</sup> Defendant**

**Wachovia Educational Services-----3<sup>rd</sup> Defendant**

**NYS Higher Education Services ----- 4<sup>th</sup> Defendant**

**Social Security Administration -----5<sup>th</sup> Defendant**

**U.S. Internal Revenue Service ----- 6<sup>th</sup> Defendant**

UPON reading and filing the affidavit of Emmanuel Adigun sworn  
to on the 27<sup>th</sup> day of August, 2019 and upon the  
exhibits attached to the affidavit,

- 1).Promissory Note and Disclosure Form #3301-01 (EA-1)
- 2).First Federal Saving Letter. (EA-2)
- 3).Photo Copies of Payment Coupons #1 to #6 (EA-3).
- 4).Borrower Transaction history report by ECMC. (EA-4)
- 5).Verification statement by Wachovia Inc dated 06/25/82 (EA-5).
- 6).Loan interest payment statements for 1983, 1984 and 2018  
only. (EA-6)
- 7).The National Direct Student Loan-Promissory Note. (EA-7)
- 8).Letter of "appreciation" from Polytechnic University.(EA-8).
- 9).IRS TOPIC NUMBER 456-Student loan interest deduction.(EA-9).

Let the defendant or their attorney show cause at the IAS Part, 26  
Room 623 of the Court, to be held at the courthouse, 851 Grand  
Concourse, Bronx NY, on the 13<sup>th</sup> day of NOVEMBER 2019, at 9:30 AM

~~Concourse, Bronx NY, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
at 10 o'clock in the \_\_\_\_\_ noon or as soon as counsel may  
be heard why an order should not be made to:~~

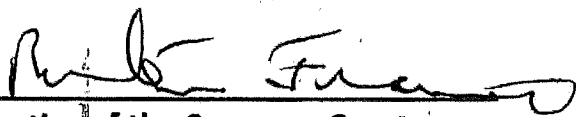
- 1). Stop the IRS annual tax refund deductions to ECMC.
- 2). Stop the monthly Social Security Adm. deduction to ECMC.
- 3). Refund to plaintiff all IRS tax refund deductions because plaintiff fulfilled his obligations as per attached promissory note dated September 15<sup>th</sup> 1982 (EA-1). Also see attached payment coupons. (See EA-3). I never defaulted on my student loan payments.
- 4). That this court should compel the defendant to refund all monies collected from Social Security Administration because plaintiff totally fulfilled his obligations as per the promissory note of September 15<sup>th</sup>, 1982. Please see attached payment coupons. (EA-3)
- 5). The plaintiff pray the Court for an order directing the respondents, by themselves, their agents, privies or officers to stay all collection actions in connection with the subject matter of this suit, pending the hearing and determination of the originating motion on notice.
- 6). The Plaintiff concedes the issue of interests and penalty on the funds that have been denied him over the years, and damage to his financial credit to the discretion of the Court. However, there are guiding principles as to how such discretion should be exercised. In the absence of not imposing an obligation on the Court the Plaintiff situates the determination of interests and penalty on the discretionary powers of the court. All I request from this court is majestic justice.

~~Pending the hearing of this motion, it is ORDERED that this Honorable Court grant an immediate ex parte order of interim injunction restraining the defenders from any offset or deduction payments from the IRS and Social Security Administration pending the hearing of this motion because no principal on my student loan was ever owed.~~

JSC  
I also pray this Honorable Court to grant this ex parte motion because the position of defendants 1,2,3 and 4 that I defaulted on my student loan payment is without foundation and false. As a result of their false actions, my credit has been severely damaged and my business seriously handicapped over the years. Granting this interim injunction will finally start a genuine effort at clearing my good name.

RB  
Sufficient cause appearing therefor, let ~~personal~~ <sup>✓ BY FIRST CLASS MAIL</sup> service of a copy of this order, the affidavit in support, and all other papers upon which this order is granted, upon all parties to this action or their attorneys, who have appeared in this action, on or before the 17<sup>th</sup> day of SEPTEMBER, 2019 be deemed good and sufficient. An affidavit or other proof of service shall be presented to this Court on the return date directed in the second paragraph of this order.

ENTER



Justice of the Supreme Court

RUBEN FRANCO

LOAN(S) GUARANTEED BY NYSHESC

## PROMISSORY NOTE AND DISCLOSURE-(REPAYMENT)

009580626

NYSHESC Acct. No.

STUDENT LN MARKETING ASSN

Lending Institution

WACHOVIA SERVICES, INC

P.O. BOX 3161

WINSTON-SALEM, N.C.

27102

Address

09-15-82

(Effective Date of this Note)

\$ 7,500.00

A. Amount Financed

B. ANNUAL PERCENTAGE RATE

7.000

%

C. Amount of monthly payment

\$ 90.00

30.26

D. Number of monthly payments

114

1

E. FINANCE CHARGE

\$ 2,790.26

\$ 10,290.26

F. Total of Payments

I promise to pay to (Name of Lender) STUDENT LN MARKETING ASSN C/O WACHOVIA SERVICES INC. at  
(Address of Lender) P.O. BOX 3161 WINSTON-SALEM, NC. the total of payments  
of (line F) TEN THOUSAND TWO HUNDRED NINETY AND 26/100 dollars  
(\$ 10,290.26).

The total of payments includes the Amount Financed above and interest charged at 3% per annum on disbursements prior to 4/1/69 and at 7% per annum on disbursements after 3/31/69. If I go into default on a loan disbursed prior to 4/1/69 I understand that I will lose the benefits of the state's interest subsidy and interest will be recalculated and charged at 6% per year.

The Amount Financed above plus interest calculated at the ANNUAL PERCENTAGE RATE and beginning on the effective date stated above shall be paid in  
114 installments of NINETY AND 00/100 dollars (\$ 90.00)  
each, the first installment to be due on OCTOBER 10, 19 82 and succeeding installments on the  
TENTH day of each month thereafter until APRIL 10, 19 92 when the final installment of  
\$ THIRTY AND 26/100 shall be due and payable.

## I. Prepayment

I may pay any unpaid balance on this loan in whole or in part at any time without penalty.

☒ Interest on the amount financed shall accrue daily or monthly, and each installment payment shall be credited to accrued interest and outstanding principal in that order, on the day of receipt of each payment.

☐ If the interest is not charged using daily or monthly simple interest, I shall receive a rebate of unearned interest computed by the following method:

☐ The sum of the digits formula (Rule of 78)

☐ Other (identify):

## II. Late Charges and Default Charges:

In addition to interest, I agree to pay late charges of five (5) percent of the amount of any required payment or \$5.00, whichever is less, for failure to make any payment within ten (10) days after its due date. I agree to pay, in the event of default, reasonable attorney fees of up to 20% plus costs and other charges necessary to collect any amount not paid when due.

## III. Further Agreements:

1) If I fail to make any payment when due under this Note or if I fail to comply with any of the terms and conditions of this Note, or should I make an assignment for the benefit of creditors, or if any bankruptcy proceedings be commenced by or against me, then the holder of the note or NYSHESC may, at its option, accelerate the maturity of all payments due hereunder, in which event the entire unpaid balance of this note plus interest and other late charges or default charges (Section II) shall become immediately due and payable. In the event that bankruptcy proceedings are commenced by or against me, I specifically agree to notify NYSHESC of such occurrence in writing within twenty (20) days of the filing of a petition.

2) If I die or become permanently and totally disabled (as determined in accordance with regulations) NYSHESC or the United States will pay off the remaining balance of my loan.

3) The delay on the lender's part (or the holder if the loan is transferred) to enforce any condition(s) of this note shall not release the borrower from these condition(s) nor prevent the lender (or the holder if the loan is transferred) from enforcing any or all of these conditions in the future.

4) I understand that I must repay this loan even though I may be under eighteen (18) years of age.

5) If I go into default on this loan I agree to be sued in Albany County, New York.

I acknowledge receipt, prior to the signing of this note, of a copy of this note containing the disclosure statement. I have read, acknowledged receipt of and understand the Statement of Rights and Responsibilities appearing on the reverse side of the borrower's copy of this note which, together with this note, constitutes my entire agreement with the lending institution (or the holder if the loan is transferred) and/or NYSHESC.

Signature of Borrower

Typed or Printed Name of Borrower

ADIGUN, EMMANUEL A

Permanent Address of Borrower

3605 MAROLLA PL

BRENNY NY

10466

## AMOUNTS OF LOANS

LENDER WORK SHEET	6% LOANS	7% LOANS	COMBINED AMOUNT
Amount Financed	\$	\$	\$
Finance Charge: Borrower	3% \$	7% \$	\$
Due From Borrower	\$	\$	\$
Finance Charge: NYSHESC-US	3% \$	X X X X X	\$
Total of Payments	\$	\$	\$
MONTHLY PAYMENT	\$	\$	\$

COPIES - RETURN TO  
WACHOVIA SERVICES



**FIRST FEDERAL SAVINGS**  
AND LOAN ASSOCIATION OF ROCHESTER  
ONE FIRST FEDERAL PLAZA ROCHESTER NEW YORK 14614

Dear Customer:

Recently, First Federal Savings and Loan Association of Rochester (the "Association") sold a number of guaranteed student loans to the Student Loan Marketing Association, more commonly known as "Sallie Mae". The student loan or loans which the Association had previously made to you were among the loans sold. This letter is to advise you of the sale, explain your ensuing rights and responsibilities, and provide you with a current statement of your Sallie Mae account.

As you know, the Association is an active lender to students under the Guaranteed Student Loan Program. This program was established by the United States Congress to assist students in financing their education. In order to continue making educational loans, however, the Association has found it important to develop a way to replace the funds we have lent to you. As a result, we have arranged with Sallie Mae for the sale of a number of our outstanding guaranteed loans, including those which we have previously made to you. The proceeds of this sale allow the Association to make additional student loans in the coming months.

Sallie Mae is a government-sponsored private corporation. It was created by an Act of the United States Congress specifically to purchase guaranteed student loans and provide financial assistance to banks and other institutions making such loans. Should you wish to learn more about Sallie Mae, you may write to Public Relations Department, Student Loan Marketing Association, 1055 Thomas Jefferson Street, N.W., Washington, D.C. 20007.

The sale of your education loan(s) to Sallie Mae does not create any responsibilities in addition to those you undertook when making the loan(s). However, you should understand that as a result of this sale you are obligated to repay your loan(s) to Sallie Mae and not to the Association. Any payments that you may make from now on are to be made to Sallie Mae's designated agent, whose name and address are included in the next paragraph.

Of course, any payments which you may have already made to the Association, have been credited to your loan account and should be reflected in the balance shown on the accompanying account statement. Should you inadvertently make a payment to the Association after your receipt of this letter, arrangements have been made to forward such payments to Sallie Mae's designated agent. We also take this opportunity to remind you that you should send all notices which you are obligated to give, such as any change of address or any change of status as at least a half-time student, to Sallie Mae's agent.

Sallie Mae has designated Wachovia Education Services, in Winston-Salem, North Carolina, as its agent for the servicing of the loans purchased from our bank. All checks should be made payable to "Student Loan Marketing Association" and mailed to Wachovia. If you have any questions about your loan(s), please call (919)748-5124, or write to the following address:

Wachovia Educational Services  
P. O. Box 3077  
Winston-Salem, North Carolina 27102

We are very pleased to be able to assist you in continuing your education. We hope you will continue to consider us for all your banking needs.

Sincerely,

FIRST FEDERAL SAVINGS & LOAN  
ASSOCIATION OF ROCHESTER



FA-2.

#5

FROM  
Wachovia Services, Inc.  
P. O. Box 3077  
Winston-Salem, NC 27102

## Student Loan Payment Book

FORWARDING AND  
ADDRESS CORRECTION REQUESTED

0001 084-48-5514-1  
EMMANUEL A ADIGUN  
3605 MAROLLA PL  
BRONX NY

10466

THIS BOOK CONTAINS

- PAYMENT INSTRUCTIONS
- NAME, ADDRESS & TELEPHONE  
NUMBER CHANGE FORM
- CONVENIENT ADDRESS LABELS
- PAYMENT COUPONS

WHEN MAKING PAYMENTS, PLEASE USE ADDRESS LABELS LOCATED IN FRONT OF THIS BOOK.

#6

FROM  
First Wachovia Student Financial Services, Inc.  
P. O. Box 3077  
Winston-Salem, NC 27102

## Student Loan Payment Book

FORWARDING AND  
ADDRESS CORRECTION REQUESTED

0001 084-48-5514-1  
EMMANUEL A ADIGUN  
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EA-3



#5

FROM  
Wachovia Services, Inc.  
P. O. Box 3077  
Winston-Salem, NC 27102

## Student Loan Payment Book

FORWARDING AND  
ADDRESS CORRECTION REQUESTED

0001 084-48-5514-1  
EMMANUEL A ADIGUN  
3605 MAROLLA PL  
BRONX NY

10466

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#6

FROM  
First Wachovia Student Financial Services, Inc.  
P. O. Box 3077  
Winston-Salem, NC 27102

## Student Loan Payment Book

FORWARDING AND  
ADDRESS CORRECTION REQUESTED

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EMMANUEL A ADIGUN  
3605 MAROLLA PL

BRONX NY

10466

### THIS BOOK CONTAINS

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- NAME, ADDRESS & TELEPHONE  
NUMBER CHANGE FORM
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- IMPORTANT INFORMATION
- PAYMENT COUPONS

WHEN MAKING PAYMENTS, PLEASE USE ADDRESS LABELS LOCATED IN FRONT OF THIS BOOK.

EA-3

## Borrower Transaction History Report

Borrower Id 711903 SSN xxx-xx-5514 Name ENIMANUEL A. ADIGUN

Prin Balance	\$7,906.85
Int Balance	\$10,060.73
Fee Balance	\$0.00
Prior Coll Costs	\$0.00
Collection Costs	\$4,362.40
Total Balance	\$22,329.98

Activity Date	Posted Date	Batch Type	Tran Code	Src	SSN Amount	Principal	Interest	Fees Costs	Loan Number	Case Ref Number
03/27/2019	04/01/2019	J - Adjustment	IF - IRS Fees	D - Department of Education	13.12	0.00	0.00	13.12		
03/27/2019	04/01/2019	J - Adjustment	IO - IRS Offset	D - Department of Education	-42.00	0.00	-28.88	-13.12		
02/27/2019	03/12/2019	J - Adjustment	IF - IRS Fees	D - Department of Education	13.12	0.00	0.00	13.12		
02/27/2019	03/12/2019	J - Adjustment	IO - IRS Offset	D - Department of Education	-42.00	0.00	-28.88	-13.12		
01/23/2019	01/28/2019	J - Adjustment	IF - IRS Fees	D - Department of Education	13.12	0.00	0.00	13.12		
01/23/2019	01/28/2019	J - Adjustment	IO - IRS Offset	D - Department of Education	-42.00	0.00	-28.88	-13.12		
12/26/2018	01/02/2019	J - Adjustment	IF - IRS Fees	D - Department of Education	13.12	0.00	0.00	13.12		
12/26/2018	01/02/2019	J - Adjustment	IO - IRS Offset	D - Department of Education	-27.00	0.00	-13.88	-13.12		
11/28/2018	12/03/2018	J - Adjustment	IF - IRS Fees	D - Department of Education	13.12	0.00	0.00	13.12		
11/28/2018	12/03/2018	J - Adjustment	IO - IRS Offset	D - Department of Education	-27.00	0.00	-13.88	-13.12		
11/21/2018	11/27/2018	J - Adjustment	IO - IRS Offset	D - Department of Education	-2621.73	0.00	-2604.69	-17.04		
11/21/2018	02/19/2019	J - Adjustment	IS1 - Injured Spouse Claim Against an IRS Offset	D - Department of Education	2621.73	0.00	2604.69	-17.04		
11/21/2018	02/19/2019	J - Adjustment	IF1 - Refund of IRS Fees	D - Department of Education	-17.04	0.00	0.00	-17.04		
10/24/2018	10/29/2018	J - Adjustment	IF - IRS Fees	D - Department of Education	13.12	0.00	0.00	13.12		
10/24/2018	10/29/2018	J - Adjustment	IO - IRS Offset	D - Department of Education	-27.00	0.00	-13.88	-13.12		
09/26/2018	10/01/2018	J - Adjustment	IF - IRS Fees	D - Department of Education	13.12	0.00	0.00	13.12		
09/26/2018	10/01/2018	J - Adjustment	IO - IRS Offset	D - Department of Education	-27.00	0.00	-13.88	-13.12		

## Borrower Transaction History Report

Borrower Id 711903 SSN xxx-xx-5514 Name EMMANUEL A. ADIGUN

Activity Date	Posted Date	Batch Type	Tran Code	Sic	SSN Amount	Principal	Interest	Fees Costs	Loan Number	Case Ref Number
08/22/2018	08/27/2018	J - Adjustment	IF - IRS Fees	D - Department of Education	13.12	0.00	0.00	13.12		
08/22/2018	08/27/2018	J - Adjustment	IO - IRS Offset	D - Department of Education	-27.00	0.00	-13.88	-13.12		
07/25/2018	07/30/2018	J - Adjustment	IF - IRS Fees	D - Department of Education	13.12	0.00	0.00	13.12		
07/25/2018	07/30/2018	J - Adjustment	IO - IRS Offset	D - Department of Education	-27.00	0.00	-13.88	-13.12		
06/27/2018	07/02/2018	J - Adjustment	IF - IRS Fees	D - Department of Education	13.12	0.00	0.00	13.12		
06/27/2018	07/02/2018	J - Adjustment	IO - IRS Offset	D - Department of Education	-27.00	0.00	-13.88	-13.12		
05/23/2018	05/29/2018	J - Adjustment	IF - IRS Fees	D - Department of Education	13.12	0.00	0.00	13.12		
05/23/2018	05/29/2018	J - Adjustment	IO - IRS Offset	D - Department of Education	-27.00	0.00	-13.88	-13.12		
04/25/2018	04/30/2018	J - Adjustment	IF - IRS Fees	D - Department of Education	13.12	0.00	0.00	13.12		
04/25/2018	04/30/2018	J - Adjustment	IO - IRS Offset	D - Department of Education	-27.00	0.00	-13.88	-13.12		
03/28/2018	04/02/2018	J - Adjustment	IF - IRS Fees	D - Department of Education	13.12	0.00	0.00	13.12		
03/28/2018	04/02/2018	J - Adjustment	IO - IRS Offset	D - Department of Education	-27.00	0.00	-13.88	-13.12		
02/28/2018	03/06/2018	J - Adjustment	IF - IRS Fees	D - Department of Education	13.12	0.00	0.00	13.12		
02/28/2018	03/06/2018	J - Adjustment	IO - IRS Offset	D - Department of Education	-27.00	0.00	-13.88	-13.12		
07/27/2015	08/05/2015	J - Adjustment	IF - IRS Fees	D - Department of Education	17.00	0.00	0.00	17.00		
07/27/2015	08/05/2015	J - Adjustment	IO - IRS Offset	D - Department of Education	-2093.00	0.00	-2076.00	-17.00		
07/27/2015	10/06/2015	J - Adjustment	IS1 - Injured Spouse Claim Against an IRS Offset	D - Department of Education	2093.00	0.00	2076.00	17.00		
07/27/2015	10/06/2015	J - Adjustment	IF1 - Refund of IRS Fees	D - Department of Education	-17.00	0.00	0.00	-17.00		
06/10/2011	06/22/2011	J - Adjustment	IF - IRS Fees	D - Department of Education	17.00	0.00	0.00	17.00		
06/10/2011	06/22/2011	J - Adjustment	IO - IRS Offset	D - Department of Education	-1529.02	0.00	-1512.02	-17.00		
Totals:					-1751.34	0.00	-1751.34	0.00		

Please place the account number shown  
on all payments, forms and correspondence

PLEASE RETURN THIS STUB WITH YOUR PAYMENT

YOUR ACCOUNT NUMBER MAKE CHECK PAYABLE TO: MINIMUM PAYMENT  
#0001-243-31-084485514-2 STUDENT LN MARKETING ASSN 0.00

TODAYS DATE 06/25/82

450000000004 0844855142J H00000000000H

CORRECT YOUR NAME, ADDRESS AND TELEPHONE NUMBER ON THE BACK OF THE RETURN ENVELOPE

0001-243-31-084485514-2

WACHOVIA SERVICES, INC.

P. O. BOX 3077

WINSTON-SALEM, N. C.

27102

919-748-5124

11 EMMANUEL A ADIGUN  
3605 MAROLLA PL  
BRONX NY  
10466

DETACH

TEL 212 298-9786

DETACH

Past Due	Late Charge Due	Billed Interest Due	AMOUNT DUE
0.00	00	00	00

PAYMENTS AND FORMS PROCESSED  
AFTER 06/25/82 ARE NOT SHOWN.

MAKE CHECKS PAYABLE TO: STUDENT LN MARKETING ASSN

Original Principal	- Principal Paid	= Principal Balance	+ Interest	+ Late Charges =	TOTAL BALANCE	
4500.00	0.00	4500.00	0.00	0.00	4500.00	
ELIGIBLE (SUBSIDIZED)						
4500.00	0.00	4500.00	Interest Paid	Late Charge Paid	To compute PAYOFF multiply the daily interest of \$0.863 by the number of days from the statement date to the day we will receive your payment and add this to the total balance above. Please allow for mailing time.	
INELIGIBLE (NONSUBSIDIZED)						
0.00	0.00	0.00	0.00	0.00		
OTHER						
0.00	0.00	0.00				

HIS STATEMENT IS A VERIFICATION OF YOUR ACCOUNT AND NOT A REQUEST FOR PAYMENT. THE INFORMATION SHOWN ON THIS STATEMENT REFLECTS THE STATUS OF YOUR STUDENT LOAN ON OUR RECORDS. PLEASE CHECK ALL INFORMATION SHOWN, INCLUDING YOUR ADDRESS, TELEPHONE NUMBER AND SOCIAL SECURITY NUMBER. IF ANY OF THE INFORMATION DOES NOT AGREE WITH YOUR RECORDS, CONTACT US IMMEDIATELY. BE SURE TO PLACE YOUR ACCOUNT NUMBER ON ALL PAYMENTS, FORMS, AND CORRESPONDENCE SENT TO OUR OFFICE.

EA-5

#### LAST ACTIVITY

Separation Date	Your Current Status	This Status Ends	YOUR ACCOUNT NUMBER	
06/82	IN-SCHOOL	06/82	0001-243-31-084485514-2	
Total Paid	Number of Payments Remaining	Payment Frequency	INTEREST RATE	Daily Interest
0.00			7.000	\$0.863

All payments, forms and correspondence

PLEASE RETURN THIS STUB WITH YOUR PAYMENT

YOUR ACCOUNT NUMBER 1001-243-31-084485514-1  
 MAKE CHECK PAYABLE TO: STUDENT LN MARKETING ASSN  
 MINIMUM PAYMENT 140.00  
 PAYMENT DUE DATE 12/23/83  
 TODAY'S DATE 01/03/84

45000000004 08448551417 400000140004

CORRECT YOUR NAME, ADDRESS AND TELEPHONE NUMBER ON THE BACK OF THE RETURN ENVELOPE

0001-243-31-084485514-1

WACHOVIA SERVICES, INC.

P. O. BOX 3077

WINSTON-SALEM, N. C.

27102

919-748-5124

EMMANUEL A ADIGUN  
 3605 MARDILLA PL  
 BRONX NY  
 10466

DETACH

TEL 212 798-9786

DETACH

Past Due	Late Charge Due	Billed Interest Due	= AMOUNT DUE
140.00	.00	.00	140.00

PAYMENTS AND FORMS PROCESSED  
 AFTER 01/03/84 ARE NOT SHOWN  
 PMT DUE DATE 12/23/83

MAKE CHECKS PAYABLE TO: STUDENT LN MARKETING ASSN

Original Principal	- Principal Paid	= Principal Balance	+ Interest	+ Late Charges =	TOTAL BALANCE
2000.00	524.84	1475.16	30.85	0.00	1506.01
CHARGE (SUBSIDIZED)			Interest Paid 595.16	Late Charge Paid	To compute PAYOFF multiply the daily interest of \$2.199 by the number of days from the statement date to the day you will receive your payment and add this to the total balance above. Please allow for mailing time.
2000.00	524.84	1475.16		0.00	
CHARGE (NONSUBSIDIZED)				0.00	
0.00	0.00	0.00		0.00	
TOTAL					
0.00	0.00	0.00			

\* TOTAL INTEREST PAID IN 1983 WAS 595.16 \*  
 \* PLEASE RETAIN THIS INFORMATION FOR TAX PURPOSES. \*

WE HAVE NOT RECEIVED YOUR PAYMENT AS OF THIS STATEMENT DATE.  
 YOUR ACCOUNT IS OVER 10 DAYS PAST DUE. IF YOU HAVE NOT  
 ALREADY SENT YOUR PAYMENT, PLEASE DO SO IMMEDIATELY TO  
 AVOID FUTURE NOTICES AND POSSIBLE LATE CHARGES.

(EA-6),

## LAST ACTIVITY

12/20/83 - PAYMENT \$140.00

Separation Date	Your Current Status	This Status Ends	YOUR ACCOUNT NUMBER	
06/82	REPAYMENT	02/23/93	0001-243-31-084485514-1	
Total Paid	Number of Payments Remaining	Payment Frequency	INTEREST RATE	Daily Interest
1,120.00	111	MONTHLY	7.000	\$2.199



EA-7

THE NATIONAL DIRECT STUDENT LOAN  
Promissory Note

Date

Student Number 084-42-3514-

I, EMMANUEL ASIGUN  
promise to pay to Polytechnic Institute of New York, hereinafter called the Lending Institution, located at Brooklyn, NY, the sum of  
\$ 1000.- (or so much more thereof as may from time to time be advanced to me and endorsed in the Schedule of  
Advances) together with all attorney's fees and other costs and charges necessary for the collection of any amount not paid when due.

I further understand and agree that:

GENERAL I. All sums advanced pursuant to this note are drawn from a fund created under Part E of Title IV of the Higher Education Act of 1965, hereinafter called the Act, and are subject to the Act and the Federal Regulations promulgated pursuant to the Act. The terms of this note shall be construed in accordance with the Act and Federal Regulations, copies of which shall be kept by the Lending Institution.

REPAYMENT II. (1) Interest shall accrue from the beginning of the repayment period and shall be at the rate of 3 per centum on the unpaid balance except that no interest shall accrue during any period described in paragraph III (3).

(2) Except as provided in paragraph II (3) repayment of principal, together with interest thereon, shall be made over a period beginning 6 months after the date on which I cease to be at least a half-time student at an institution of higher education or at a comparable institution outside the United States approved for this purpose by the United States Commissioner of Education, and ending, unless paragraph III (3) applies, 10 years and 6 months after that date. I may, however, request that the payment period start on an earlier date. I shall repay the principal and interest over the course of the repayment period in equal monthly, bimonthly, or quarterly installments, as determined by the Lending Institution, except that, if I request, such payments shall be made in graduated installments determined in accordance with such schedules as may be approved by the Lending Institution and the Commissioner. In either case, a schedule of repayment shall be attached to and made part of this note.

(3) If the repayment schedule that would otherwise be established in accordance with paragraph II (2) would provide for payments of principal and interest at a rate of less than \$30 per month, I shall repay the total amount of this loan plus the interest thereon at the rate of \$30 per month, which shall include repayment of principal and interest. In the event I receive or have received National Direct or Defense Student Loans from other lending institutions, I shall repay this note at a monthly rate equal to not less than the amount by which \$30 exceeds the total monthly rate of principal and interest repaid on the other loans. A schedule of repayment shall be attached to and made part of this note. The Lending Institution may permit me to pay less than the rate of \$30 per month for a period of not more than one year where necessary to avoid hardship to me unless such an action would extend the repayment period in paragraph 2 of this article.

III. This note is also subject to the following conditions:

PREPAYMENT (1) I may at my option and without penalty prepay all or any part of the principal, plus the accrued interest thereon, at any time.

DEFAULT (2) If I fail to meet a scheduled repayment of any of the installments due on this note, the entire unpaid indebtedness including interest due and accrued thereon, shall, at the option of the Lending Institution, become due and payable.

DEFERMENT (3) Interest shall not accrue, and installments need not be paid (A) while I am enrolled and in attendance as at least a half-time student at an institution of higher education or at a comparable institution outside the United States approved for this purpose by the Commissioner, or (B) for a period not in excess of three years during which I am (i) on full-time active duty as a member of the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps, or Coast Guard), (ii) in service as a volunteer under the Peace Corps Act, or (iii) a VISTA volunteer under Title I - Part A of the Domestic Service Act of 1973, P.L. 93-113, (formerly Title VIII of the Economic Opportunity Act of 1964).

The Lending Institution may, upon my application, defer or reduce any scheduled repayments if, in the view of the Lending Institution, extraordinary circumstances such as prolonged illness or unemployment, prevent me from making such payments. However, interest shall continue to accrue.



Polytechnic Institute of New York, 333 Jay Street, Brooklyn, New York 11201

Polytechnic

DEC.12,1985.

MR. EMMAMUEL ADIGUN--  
3605 MAROLLA PLACE  
BRONX N.Y. 10466

DEAR MR.ADIGUN

We wish to convey our appreciation to you for fulfilling your student loan obligation. Your action enables us to recycle these vital dollars to the financial needs of current students.

Enclosed please find the cancelled original note for your records.

Please call upon us at any time we can be of service.

Sincerely,



Claude Parisot  
Assoc. Bursar

CP:vg  
encl.

333 Jay Street, Brooklyn, New York 11201 718/643-5000  
Route 110, Farmingdale, New York 11735 516/454-5111  
456 North Street, White Plains, New York 10605 914/949-2338

EA-8



## Topic Number 456 - Student Loan Interest Deduction

Student loan interest is interest you paid during the year on a qualified student loan. It includes both required and voluntarily pre-paid interest payments. You may deduct the lesser of \$2,500 or the amount of interest you actually paid during the year. The deduction is gradually reduced and eventually eliminated by phaseout when your modified adjusted gross income (MAGI) amount reaches the annual limit for your filing status.

You claim this deduction as an adjustment to income, so you don't need to itemize your deductions.

You can claim the deduction if all of the following apply:

- You paid interest on a qualified student loan in tax year 2018;
- You're legally obligated to pay interest on a qualified student loan;
- Your filing status isn't married filing separately;
- Your MAGI is less than a specified amount which is set annually; and
- You or your spouse, if filing jointly, can't be claimed as dependents on someone else's return.

A qualified student loan is a loan you took out solely to pay qualified higher education expenses that were:

- For you, your spouse, or a person who was your dependent when you took out the loan;
- For education provided during an academic period for an eligible student; and
- Paid or incurred within a reasonable period of time before or after you took out the loan.

See Publication 970.pdf, *Tax Benefits for Education*, the Form 1040 Instructions, the Form 1040NR Instructions or the Form 1040NR-EZ Instructions to determine if your expenses qualify.

If you file a Form 2555.pdf, *Foreign Earned Income*, Form 2555-EZ, *Foreign Earned Income Exclusion*, or Form 4563.pdf, *Exclusion of Income for Bona Fide Residents of American Samoa*, or if you exclude income from sources inside Puerto Rico, refer to *Worksheet 4-1, Student Loan Interest Deduction Worksheet* in Publication 970 instead of the worksheet in the Form 1040 Instructions.

If you paid \$600 or more of interest on a qualified student loan during the year, you'll receive a Form 1098-E.pdf, *Student Loan Interest Statement*, from the entity to which you paid the student loan interest.

EA-9.

**REQUEST FOR JUDICIAL INTERVENTION**

UCS-840 (3/2011)

Supreme

COURT, COUNTY OF Bronx

Index No:

2600024-19

Date Index Issued:

8/29/19

EMMANUEL A. ADIGUN

Plaintiff(s)/Petitioner(s)

FILED
CLERK OF COURT
IAS Entry Date
Judge Assigned
RJI Date
RECEIVED
BRONX COUNTY CLERK'S OFFICE

-against-

ELMC / PREMIERE CREDIT OF NORTH AMERICA -  
 WACHOVIA EDUCATIONAL SERVICES  
 IRS / TREASURY OFFSET PROGRAM..  
 NYS HIGHER EDUCATION SERVICES.

AUG 29 2019

PAID  
☒NO FEE  
☐

Defendant(s)/Respondent(s)

**MATRIMONIAL**

- ☐ Contested  
☐ Uncontested

**NOTE:** For all Matrimonial actions where the parties have children under the age of 18, complete and attach the **MATRIMONIAL RJI Addendum**.

**TORTS**

- ☐ Asbestos  
☐ Breast Implant  
☐ Environmental: \_\_\_\_\_ (specify)

☐ Medical, Dental, or Podiatric Malpractice☐ Motor Vehicle☐ Products Liability: \_\_\_\_\_ (specify)☐ Other Negligence: \_\_\_\_\_ (specify)☐ Other Professional Malpractice: \_\_\_\_\_ (specify)☐ Other Tort: \_\_\_\_\_ (specify)**COMMERCIAL**

- ☐ Business Entity (including corporations, partnerships, LLCs, etc.)  
☐ Contract  
☐ Insurance (where insurer is a party, except arbitration)  
☐ UCC (including sales, negotiable instruments)  
☐ Other Commercial: \_\_\_\_\_ (specify)

**NOTE:** For Commercial Division assignment requests [22 NYCRR § 202.70(d)], complete and attach the **COMMERCIAL DIV RJI Addendum**.

**REAL PROPERTY:** How many properties does the application include?

- ☐ Condemnation  
☐ Foreclosure

Property Address: \_\_\_\_\_ Alabama \_\_\_\_\_

Street Address City State Zip

**NOTE:** For Foreclosure actions involving a one- to four-family, owner-occupied, residential property, or an owner-occupied condominium, complete and attach the **FORECLOSURE RJI Addendum**.

- ☐ Tax Certiorari - Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_  
☐ Other Real Property: \_\_\_\_\_ (specify)

**OTHER MATTERS**

- ☐ Certificate of Incorporation/Dissolution [see **NOTE** under Commercial]  
☐ Emergency Medical Treatment  
☐ Habeas Corpus  
☐ Local Court Appeal  
☐ Mechanic's Lien  
☐ Name Change  
☐ Pistol Permit Revocation Hearing  
☐ Sale or Finance of Religious/Not-for-Profit Property  
☒ Other: Motion for Ex Parte Intervention (specify)

**SPECIAL PROCEEDINGS**

- ☐ CPLR Article 75 (Arbitration) [see **NOTE** under Commercial]  
☐ CPLR Article 78 (Body or Officer)  
☐ Election Law  
☐ MHL Article 9.60 (Kendra's Law)  
☐ MHL Article 10 (Sex Offender Confinement-Initial)  
☐ MHL Article 10 (Sex Offender Confinement-Review)  
☐ MHL Article 81 (Guardianship)  
☐ Other Mental Hygiene: \_\_\_\_\_ (specify)  
☐ Other Special Proceeding: \_\_\_\_\_ (specify)

**STATUS OF ACTION OR PROCEEDING**

Answer YES OR NO to EVERY question AND enter additional information where indicated.

Has a summons and complaint or summons w/notice been filed?  
 Is this action/proceeding being filed post-judgment?

YES NO

☒ ☐

If yes, date filed: \_\_\_\_\_

If yes, judgment date: \_\_\_\_\_

**REQUEST FOR JUDICIAL INTERVENTION**

UCS-840 (3/2011)

Supreme

COURT, COUNTY OF Bronx

Index No:

260604-19

Date Index Issued:

8/29/19

EMMANUEL A. ADIGUN

Plaintiff(s)/Petitioner(s)

-against-

ELMC/PREMIERE CREDIT OF NORTH AMERICA  
 WACHOVIA EDUCATIONAL SERVICES  
 IRS/TREASURY OFFSET PROGRAM  
 NYS HIGHER EDUCATION SERVICES

AUG 28 2019

PAID  
\$NO FEE  
□

Defendant(s)/Respondent(s)

**MATRIMONIAL**

- ☐ Contested  
☐ Uncontested

NOTE: For all Matrimonial actions where the parties have children under the age of 18, complete and attach the **MATRIMONIAL RJI Addendum**.

**TORTS**

- ☐ Asbestos  
☐ Breast Implant  
☐ Environmental: \_\_\_\_\_ (specify)  
☐ Medical, Dental, or Podiatric Malpractice  
☐ Motor Vehicle  
☐ Products Liability: \_\_\_\_\_ (specify)  
☐ Other Negligence: \_\_\_\_\_ (specify)  
☐ Other Professional Malpractice: \_\_\_\_\_ (specify)  
☐ Other Tort: \_\_\_\_\_ (specify)

**OTHER MATTERS**

- ☐ Certificate of Incorporation/Dissolution [see NOTE under Commercial]  
☐ Emergency Medical Treatment  
☐ Habeas Corpus  
☐ Local Court Appeal  
☐ Mechanic's Lien  
☐ Name Change  
☐ Pistol Permit Revocation Hearing  
☐ Sale or Finance of Religious/Not-for-Profit Property  
☒ Other: Motion for Ex Parte Intervention  
 (specify)

**COMMERCIAL**

- ☐ Business Entity (including corporations, partnerships, LLCs, etc.)  
☐ Contract  
☐ Insurance (where insurer is a party, except arbitration)  
☐ UCC (including sales, negotiable instruments)  
☐ Other Commercial: \_\_\_\_\_ (specify)

NOTE: For Commercial Division assignment requests [22 NYCRR § 202.70(d)], complete and attach the **COMMERCIAL DIV RJI Addendum**.

**REAL PROPERTY: How many properties does the application include?**

- ☐ Condemnation  
☐ Foreclosure

Property Address: \_\_\_\_\_ Alabama \_\_\_\_\_  
 Street Address City State Zip

NOTE: For Foreclosure actions involving a one- to four-family, owner-occupied, residential property, or an owner-occupied condominium, complete and attach the **FORECLOSURE RJI Addendum**.

- ☐ Tax Certiorari - Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_  
☐ Other Real Property: \_\_\_\_\_ (specify)

**SPECIAL PROCEEDINGS**

- ☐ CPLR Article 75 (Arbitration) [see NOTE under Commercial]  
☐ CPLR Article 78 (Body or Officer)  
☐ Election Law  
☐ MHL Article 9.60 (Kendra's Law)  
☐ MHL Article 10 (Sex Offender Confinement-Initial)  
☐ MHL Article 10 (Sex Offender Confinement-Review)  
☐ MHL Article 81 (Guardianship)  
☐ Other Mental Hygiene: \_\_\_\_\_ (specify)  
☐ Other Special Proceeding: \_\_\_\_\_ (specify)

**STATUS OF ACTION OR PROCEEDING**

Answer YES or NO to EVERY question AND enter additional information where indicated:

YES NO

Has a summons and complaint or summons w/notice been filed?

☒☐

If yes, date filed: \_\_\_\_\_

Is this action/proceeding being filed post-judgment?

☐☐

If yes, judgment date: \_\_\_\_\_

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF THE BRONX.**

-----X

Index No.

**EMMANUEL A. ADIGUN ---Plaintiff**

210664, 2019

**AFFIDAVIT IN SUPPORT**

**Vs.**

**ECMC -----1<sup>ST</sup> Defendant  
IRS -----2<sup>nd</sup> Defendant  
Social Security Adm.-----3rdDefendant  
Premier Credit of N. America -----4th Defendant.  
NYS Higher Education Services -----5<sup>th</sup> Defendant  
Wachovia Educational Services -----6<sup>th</sup> Defendant**

-----X

**STATE OF NEW YORK  
COUNTY OF THE BRONX**

**Emmanuel A. Adigun, being duly sworn, deposes and says:**

- 1. I am the plaintiff in this action. That I graduated from Polytechnic University of Brooklyn in New York in June of 1982 with a B.Sc. degree in Civil Engineering. And between 1982 and 1986, I was employed by New York State Dept. of Transportation and John J. Kassner Consulting Engineers. I started my own construction company in Sept. 1986.**
- 2. That in 1977, 1981 and 1982 as a student, I borrowed a total of \$10,290.00 from New York State Higher Education Services (See attached EA-1), and I equally borrowed \$1000.00 from The National Direct Student Loan through Polytechnic University Financial Aid Office in 1981 (See attached EA-7 and EA-8). And, as per attached documents, I religiously fulfilled my financial obligations to the institutions that financially supported me.**
- 3. Whereas the promissory note of Sept. 15<sup>th</sup> 1982 shows a monthly payment of \$90.00 (including interest), the monthly payment on the coupons after the sale of my loan to Wachovia Services Inc. which show \$140.00 per month is a blatant breach of the promissory note agreement. Efforts on my part to**



correct the discrepancy/overcharge on the payment coupons met with arrogant silence.

4). Whereas, a letter from the lender, First Federal Savings and Loan Association of Rochester (See EA-2) attached to the promissory note indicates no additional "responsibilities" to the borrower from the sale of the loan to a third party, nevertheless, my loan payment agreement was breached by a monthly increase of \$50.00 on the payment coupons.

5). Whereas, yearly interest statement is supposed to be received by the borrower, I only received three years of interest statements for 1983 and 1984 from Wachovia Services and 2018 from ECME. The failure to send the interest payment statements in 1985 through 1988 for my tax returns cost me an estimated \$3,000.00 by my accountant's estimate. It is a violation of IRS regulation on student loan interest deduction. See attached EA-9.

Based on these facts, I pray this court to grant me an immediate ex parte order of interim injunction pending the hearing of this motion because no principal on the loan was ever owed.

I also pray the court to grant this ex parte motions because I never owed the amount on which the principal been claimed by the defendant was based. Over the years, my credit has been severely damaged by the false and erroneous claim by the defendant. Granting this interim injunction will finally start a genuine effort at clearing my good name because I have received no justice over the years. I respectfully request this court to award monetary interests and penalty for the injustice and hardships I had suffered and still suffering as a result of defender's activities.

I submit that no prior application has been made for the relief sought herein, and I respectfully request that this motion be granted, and I have such other and further relief as the court may find to be just and proper.

  
-----  
Petitioner's Signature

  
-----  
Print Name

Sworn before me this

27th day of August, 2019

  
-----  
NOTARY PUBLIC

JOSEPH E. MASON  
Notary Public, State of New York  
No. 01MA6066394  
Qualified in Bronx County  
Commission Expires Nov. 13, 2021



**SEPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF THE BRONX.**

\_\_\_\_\_  
**EMMANUEL A. ADIGUN –Plaintiff**

**Vs.**

Index No. 260664 / 2019  
**EMERGENCY AFFIDAVIT**

**Defendants:**

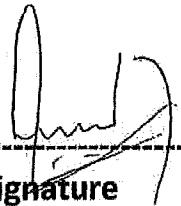
**ECMC----- First Defendant**  
**U.S. Dept. of the Treasury----- Second Defendant**  
**Social Security Administration-----Third Defendant**  
**Premier Credit of N. America ----- Fourth Defendant**  
**NYS Higher Education Services----- Fifth Defendant**  
**Wachovia Educational Services----- Sixth Defendant**

-----X

**I Emmanuel A. Adigun am the plaintiff in the above- named action . I request immediate judicial review of my Order to Show Cause, Affidavit in Support of this Motion, and Affidavit in Support of Notification on the following grounds:**

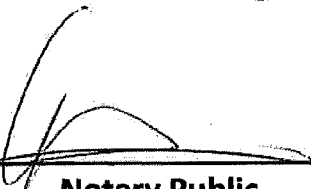
- 1). That, I never owed the principal the defendant claims (\$7,906.85)**
- 2).That the amount Wachovia requested from me on the coupons is a breach of the Promissory note of September 15<sup>th</sup>, 1982.**
- 3).That the interest being claimed by the defendant is baseless and unsupported by facts and a breach of the promissory note of September 15<sup>th</sup>, 1982. I submit to this Court that interest on zero principal amounts to zero interest.**
- 4) That the collection activities of the defendant has severely damaged my credit over the years over a bogus default that never existed.**
- 5).That only the decision of this court can restore my innocence and clear my name of the debt I never owed.**

6).That this court must compel the defendants, by themselves , their servants, agents, privies or officers from collecting any monetary offsets from my tax returns from the IRS and the Social Security Administration. And that all amounts wrongfully collected in the past should be refunded to me immediately with interest and appropriate monetary penalty.

  
-----  
-Plaintiff Signature

Emmanuel A. Adigun  
-----  
Print Name

Sworn to before me on  
This 27<sup>th</sup> day of August, 2019

  
-----  
Notary Public

JOSEPH E. MASON  
Notary Public, State of New York  
No. 01MA6066394  
Qualified in Bronx County  
Commission Expires Nov. 13, 2021

AFFIDAVIT IN SUPPORT OF NOTIFICATION

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF THE BRONX

X

Index No. 260664, 2019

Emmanuel A. Adigun -Plaintiff

Vs.

Defendants:

ECMC	_____	1 <sup>st</sup>	Defendant
Internal Revenue Service	_____	2 <sup>nd</sup>	Defendant
Social Security Adm.	_____	3 <sup>rd</sup>	Defendant
Premier Credit of N.America	_____	4 <sup>th</sup>	Defendant
NYS Higher Education Services	_____	5 <sup>th</sup>	Defendant
Wachovia Educational Services	-----	6 <sup>th</sup>	Defendant

STATE OF NEW YORK     ) SS: BRONX  
COUNTY OF                )

Emmanuel A.Adigun, being duly sworn, says:

1. I resides at 3605 Marilla Place in the County of Bronx and State of New York.
2. I am about to submit an order to show cause containing a stay and restraining order for:
  - a) I never owed the \$7,906.85 the defender is claiming. That the claim is false and fraudulent.
  - b) That the claim is a breach of the promissory note of September 15<sup>th</sup>,1982 and the accompanying letter by the lender.
  - c) That the \$140.00 monthly re-payment on the payment coupons is fraudulent and contrary to the promissory note sent from the lender to the borrower (the plaintiff).
3. I have notified my opposition(defendants)to appear at the Ex Parte Office, Room 140 at the Courthouse, 851 Grand Concourse, Bronx, N.Y. at 10:00 AM/PM on the 18 day of Sept., 2019 to context the annexed application, by calling/faxing to phone # 877-636-9792. I spoke to PARIS KESBY'S OFFICE. Did you receive a response? YES / (NO)

Write response here----- NONE  
-----  
-----

I contacted them at 10:18 AM/~~PM~~ on the 27<sup>th</sup> day of August,  
2019.

4. No previous application for the same or similar relief has  
been made by me in this case except: NONE  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 8/27/19

[Signature]  
Sign in the presence of a Notary Public

Sworn to before me on

27<sup>th</sup>  
day of August, 2019

Emmanuel A. Adigun  
Print Name

[Signature]  
NOTARY PUBLIC

JOSEPH E. MASON  
Notary Public, State of New York  
No. 01MA6066394  
Qualified In Bronx County  
Commission Expires Nov. 13, 2021

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF THE BRONX**

-----X  
Index No. 260664, 2019

**Emmanuel A .Adigun ----Plaintiff**

**-Against-**

**Defendants:**

ECMC -----1<sup>ST</sup> Defendant  
Internal Revenue Service -----2<sup>nd</sup> Defendant  
Social Security Administration-----3<sup>rd</sup> Defendant  
Premier Credit of N. America -----4<sup>th</sup> Defendant  
NYS Higher Education Services -----5<sup>th</sup> Defendant  
Wachovia Educational Services -----6<sup>th</sup> Defendant

-----X

**STATE OF NEW YORK  
COUNTY OF THE BRONX**

I, MARLEN PERALT being duly sworn says:  
I am not a party to the action, and am over 18 years of age and resides  
At 1586 E. Marks Ave, Brooklyn NY 11233.

On August 27<sup>th</sup>, 2019, I served a true copy of the following papers;

1- ORDER TO SHOW CAUSE

2- AFFIDAVIT IN SUPPORT OF NOTIFICATION.

3- AFFIDAVIT IN SUPPORT (4) EMERGENCY AFFIDAVIT

**Which are attached to this affidavit, in the following manner:**

----- Mailing      By mailing the same in a sealed envelope, with postage pre  
paid thereon, in a post -office or official depository of the  
U.S. Postal Service within the State of New York, addressed  
to the last-known address of the addressees as indicated  
below:

**Names and addresses of Persons or defendants served:**

- 1- EC MC /Premiere Credit of N. America, P.O. Box 19309, Indianapolis, IN 46219
- 2- DEPT. OF THE TREASURY BUREAU OF THE FISCAL SERVICE, P.O. Box  
1686, BIRMINGHAM, AL 35201-1686

- 3) U.S. DEPT. OF THE TREASURY, BUREAU OF THE FISCAL SERVICE, P.O.  
Box 1686 BIRMINGHAM, AL 35201-1686
- 4) Wachovia Educational Services - P.O. Box 3077 Winston-Salem NC 27102
- 5) U.S. DEPT. OF EDUCATION - EDUCATIONAL CREDIT MANAG. CORP. P.O. Box 16129 ST. PAUL  
MA 55116-0129

  
-----  
Sign Name before a Notary Public

Emmanuel A. Adigun  
-----  
Print Name

Sworn to before me this

29<sup>th</sup> day of August, 2019.

  
-----  
Notary Public

JOSEPH E. MASON  
Notary Public, State of New York  
No. 01MA6066394  
Qualified in Bronx County  
Commission Expires Nov. 13, 2021



INDEX NO 260664 / 2019

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF THE BRONX**

---

**EMMANUEL A.ADIGUN**  
**Plaintiff**

**-against-**

**Defendants:**

**ECMC ----- 1<sup>st</sup> Defendant**  
**Internal Revenue Service----- 2<sup>nd</sup> Defendant**  
**Social Security Administration----- 3<sup>rd</sup> Defendant**  
**Premier Credit of N. America ----- 4<sup>th</sup> Defendant**  
**NYS Higher Education Services----- 5<sup>th</sup> Defendant**  
**Wachovia Educational Services----- 6<sup>th</sup> Defendant**

---

**ORDER TO SHOW CAUSE**

---

**To the best of my knowledge, information and belief, formed  
after an inquiry reasonable under the circumstances, the  
presentation of these papers or the contentions therein  
are not frivolous as defined in subsection © of section  
130-1.1 of the Rules of the Chief Administrator (22NYCRR)**

**LITIGANT'S INFORMATION**

**Sign Name** \_\_\_\_\_

**Name: Emmanuel A. Adigun**

**Address: 3605 Marilla Place, Bronx NY 10466**

**Telephone # 718-798-6041; Fax # 718-798 -6042**

---

**Service of a copy of the within is hereby admitted**

**Dated:** \_\_\_\_\_, 2019

**Attorney for** \_\_\_\_\_

